

**A SUBSTITUTE RESOLUTION
BY FINANCE-EXECUTIVE COMMITTEE**

07-R-0594

A SUBSTITUTE RESOLUTION BY FINANCE/EXECUTIVE COMMITTEE AUTHORIZING THE CHIEF PROCUREMENT OFFICER TO UTILIZE FEDERAL CONTRACT FOR FACILITIES MAINTENANCE AND MANAGEMENT, #GS-06F-0023R, WITH EATON ELECTRICAL, INC., FOR FACILITIES MAINTENANCE AND MANAGEMENT ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00). ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBER 2J01 (WATER AND WASTEWATER REVENUE FUND) 523001(WATER AND WASTEWATER REVENUE FUND) Q32001 (TREATMENT PLANT – R.M. CLAYTON); AND FOR OTHER PURPOSES.

WHEREAS, City of Atlanta (“City”) Department of Watershed Management (“DWM”) assumed the responsibility of providing Long Term Bio-Solids Management Services for the Bureau of Wastewater Treatment and Collections facilities upon the discontinuation of the Veolia Water North America OPN Services Inc. contract; and

WHEREAS, the DWM has identified a need for incinerator repairs, parts replacement, upgrades and facilities maintenance at wastewater treatment and collection facilities; and

WHEREAS, the Commissioner of the Department of Watershed Management, and the Chief Procurement Officer recommend utilizing Federal Contract #GS-06F-0023R for Facilities Maintenance and Management, with Eaton Electrical, Inc.; and

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Chief Procurement Officer is hereby authorized to utilize Federal Contract #GS-06F-0023R with Eaton Electrical, Inc. in an amount not to exceed One Hundred Thousand Dollars and No Cents (\$100,000.00).

BE IT FURTHER RESOLVED, that the Chief Procurement Officer is hereby directed to prepare an appropriate agreement for execution by the Mayor.

BE IT FURTHER RESOLVED, that no obligation will become binding upon the City, and the City will incur no obligation or liability under it until it has been executed by the Mayor, approved as to form by the City Attorney, attested to by the Municipal Clerk, and delivered to Eaton Electrical, Inc.

BE IT FINALLY RESOLVED, that all services for said contracted work shall be charged to and paid from Fund, Account and Center Number 2J01 (Water Wastewater Revenue Fund) 523001 (Water and Wastewater Revenue Fund) Q32001 (Treatment Plant – RM Clayton).

LEGISLATIVE SUMMARY

TO: FINANCE/EXECUTIVE COMMITTEE

CAPTION

Committee Meeting Date: March 28, 2007

Council Meeting Date: April 16, 2007

Legislation Title: Facilities Maintenance & Management for the Bureau of Wastewater Treatment and Collections

Requesting Dept.: Department of Watershed Management

Contract Type: IGA pursuant to 2-1602 of the Procurement Real Estate Code.

Advertisement: N/A

Bids/Proposals Due: N/A

Invitations Mailed: N/A

Bids/Proposals Received: N/A

Bidders/Proponents: This contract (GS-06F-0023R) was the result of a competitively bid solicitation conducted by the Federal General Services Administration (GSA).

Contractor: Eaton Electrical, Inc.

Estimated Value: \$100,000.00

Scope Summary: Provide all labor, materials, tools, equipment and supervision necessary to supply and deliver firm uninterrupted electrical energy and Utility Services necessary to meet the government's needs. Resulting contracts could be responsible for the operation, maintenance, repair, future upgrades, and future utility system replacement labor, materials, tools and equipment necessary to own, maintain and operate the utility systems. Includes management of the maintenance, repairs, replacement, etc., of the system(s) to ensue continuous, adequate, and dependable service for each Government or tenant, including, electrical, telephone, gas and water utility service, drinking water and waste services.

Background:	Due to the discontinuation of the Veolia North America OPN Services Inc. contract, DWM has a severe need to complete upgrades to its wastewater treatment and collection facilities to become in compliance with various regulatory authorities. DWM wishes to utilize an intergovernmental agreement with Eaton Electrical, Inc. for incinerator repairs, replacement of parts, and for upgrades and maintenance to Wastewater Treatment and Collection facilities.
Evaluation Team:	N/A
Term of Contract:	DWM wishes to use the contract for a period of one (1) year. The IGA has a 5 year term with three (5) year renewal options. The effective date of the contract is 12/09/04 to 12/08/09.
Fund Account Centers:	2J01 523001 Q32001
Prepared By:	Steven Joseph
Contact Number:	(404) 330-6107



FILE COPY

SHIRLEY FRANKLIN
MAYOR

CITY OF ATLANTA

55 TRINITY AVENUE SW, SUITE 5400, SOUTH BLDG.
ATLANTA, GEORGIA 30335-0310
OFFICE 404-330-6081
FAX 404-658-7194

DEPARTMENT OF
WATERSHED MANAGEMENT
ROBERT J. HUNTER
Commissioner

M E M O R A N D U M

TO: Adam L. Smith, Esquire, Chief Procurement Officer
Department of Procurement

FROM: Robert J. Hunter, Commissioner
Department of Watershed Management

DATE: December 22, 2006

RE: **REQUEST FOR 90-DAY CONTRACT EXTENSION /
FC-6005007863, Customer Information System (CIS) /
Billing Systems and Off-site Billing Services
Contractor: Systems and Software, Inc.**

Robert J. Hunter (RB)

CITY OF ATLANTA
DEPT. OF PROCUREMENT
2006 DEC 22 PM 4:53

The above referenced contract will expire on December 31, 2006. We are in the process of negotiating to renew for the 2007 contract period. The Department of Watershed Management will need to extend this contract for a period of ninety (90) days.

Currently, funding is in place to cover this extension during the time frame. Therefore, we are requesting that your office issue the appropriate approval to the above referenced contractor.

Should you have any additional questions or concerns, please contact Cynthia P. Brinkley, Contracting Officer at (404) 330-6096.

Thanking you in advance for your cooperation in this matter.

RH/cpb

C: Shelia C. Pierce, Deputy Commissioner – BOM
Debra Henson, Director – DWM
Cathy Martin, Deputy Chief Procurement – DOP
Carl Hall, Contracts Administrator – DOP
Lynn Portee, Contracting Officer – DOP
Cynthia P. Brinkley, Contracting Officer – BOM



Electrical

**General Services Administration
Federal Supply Service
Authorized Federal Supply Schedule Price List**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*, a menu-driven database system. The INTERNET address for GSA *Advantage!* is: <http://GSAAdvantage.gov>.

Facilities Maintenance and Management

Schedule #03FAC

Special Item Number 811-004 – Electrical, and all Utility Services limited to Facility Maintenance – Service includes all labor, materials, tools, equipment and supervision necessary to supply and deliver firm uninterrupted electrical energy, and Utility Services necessary to meet the Government's needs. Resulting contracts could be responsible for the operation, maintenance, repair, future upgrades, and future utility system replacements labor, materials, tools, and equipment necessary to own, maintain and operate the utility system(s). Includes management of the maintenance, repairs, replacement, etc., of the system(s) to ensue continuous, adequate, and dependable service for each Government or tenant, including, Electrical, Telephone, Gas and Water Utility Service, Drinking Water and Waste Water Services. For procurement of natural gas and/or electricity and other energy related services refer to the Energy Management Schedule.

Contract Number: GS-06F-0023R

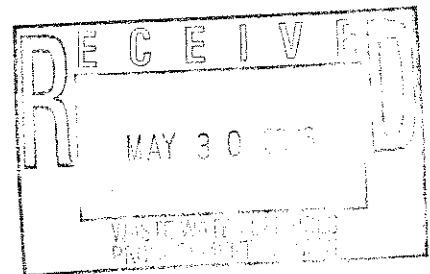
For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Contract Expires: December 8, 2009

Eaton Electrical
9204 Berger Road, Suite A
Columbia, MD 21046-1729
(800) 308-5251

Business Size: Large

<http://www.eatonelectrical.com/gsa>



MAINTENANCE / REPAIR – SCOPE OF WORK

Contract No. GS-07F-9460G - Special Item Number (SIN) 412-50 - Ancillary Services:

Ancillary services are related to and ordered in conjunction with products purchased under the federal supply schedule contract, includes but is not limited to: Services necessary to install the system (from design through start-up), maintain the system (including maintenance agreements), or training. Excludes personal and monitoring services.

Ancillary services excludes construction (construction is defined as construction, alteration, or repair of buildings, structures, or other real property, as defined by Federal Acquisition Regulation 36-102).

The ordering agency is responsible for defining the scope and issuing the statement of work for any ancillary services to be performed. The ordering contracting officer is responsible for obtaining pricing information to assure fair and reasonable pricing and best value to the Government based on quotations received. Accurate definition of the scope and statement of work is essential to facilitate realistic quotations. Contractor quotations shall specifically detail all products with their respective prices and provide a single price for services. Ordering agencies will negotiate for ancillary services on an order-by-order basis, which shall be priced as separate line items on each order. Only fixed priced orders will be accepted.

The prime contractor may subcontract any ancillary services ordered under this SIN, unless specifically prohibited by the ordering contracting officer. The prime contractor shall be responsible, accountable and liable for all work performed by any subcontractor and shall honor all warranties. Compliance with all agency, local, state, and Federal laws, regulations, and ordinances are the responsibility of the prime contractor. All orders and payments must be placed with the prime contractor.

The principal purpose of this Schedule is for the purchase of products meeting the general descriptions in the above Special Item Numbers (SIN).

The scope of SIN 412-50 is to permit the ordering of designated services in conjunction with the ordering of scheduled products. Services can be ordered for products at a later date, as long as the services are directly related to products previously sold through the schedule contract. Repair and maintenance of products not previously sold through the schedule contract is explicitly prohibited.

Labor rates for these ancillary services are not pre-negotiated.

Contract No. GS-06F-0023R - Special Item Number (SIN) 811-004 – Electrical, and all Utility Services limited to Facility Maintenance

Service includes all labor, materials, tools, equipment and supervision necessary to supply and deliver firm uninterrupted electrical energy, and Utility Services necessary to meet the Government's needs. Resulting contracts could be responsible for the operation, maintenance, repair, future upgrades, and future utility system replacements labor, materials, tools, and equipment necessary to own, maintain and operate the utility system(s). Includes management of the maintenance, repairs, replacement, etc., of the system(s) to ensure continuous, adequate, and dependable service for each Government or tenant, including, Electrical, Telephone, Gas and Water Utility Service, Drinking Water and Waste Water Services. For procurement of natural gas and/or electricity and other energy related services refer to the Energy Management Schedule.

The scope of SIN 811-004 is to permit the ordering of electrical and all utility maintenance services for an individual piece of equipment, multiple pieces of equipment, a single building, multiple buildings, a facility or multiple facilities. The work to be performed includes the operation, maintenance, repair, upgrade and future equipment and systems. These maintenance services can be performed on any piece of designated electrical and utility services equipment without regard to manufacturer and date of sale.

The scope of SIN 811-004 includes pre-negotiated labor rates for the work categories in the respective multiple award schedule (MAS) contracts. The basis for determining fair and reasonable pricing for repair parts, plus new and replacement equipment has not been pre-negotiated, and should be (1) negotiated as part of the ensuing delivery/task order, (2) based on an existing MAS contract or (3) combination thereof. Repair parts under the micro-purchase threshold are exempt from this requirement.

GENERAL INFORMATION – CONTRACT NO. GS-06F-0023R

Labor Rates

The labor rates for the contract are shown in the Price List for both ESSD and subcontract labor in High Cost Areas (HCA) as identified in the Price List, or in All Other Listings (AOL). Labor charges for ESSD Service Engineers and Technicians will be based on service time on site in whole hour increments, plus travel to the respective installation/facility.

The Service Contract Act (SCA) as presented in its own folder, must be complied with for all work to be performed, unless specified otherwise. The authorized Government Ordering Office Contracting Officer is responsible for incorporating the Service Contract Act Wage Determination to the Request for Quotation and resulting Task Order for the specific requirement. Service Contract Wage Determination information is available at the following website:

<http://www.wdol.gov>

This website provides a single location for federal contracting officers to use in obtaining appropriate Service Contract (SCA) wage determinations (WDs) for each official contract action. Guidance in selecting WDs from this website is provided in the WDOL.gov User's Guide. Questions pertaining to the application of contract labor standards or the selection of appropriate WDs for specific contract actions should be referred to the contracting officer or the designated agency labor advisors.

Travel, Per Diem and Expenses

Costs for travel and per diem (lodging, meals, and incidental expenses) required for on-site services at an agency will be in accordance with the Federal Acquisition Regulation (FAR) 31.205.46, Travel Costs. Travel expenses are quoted at the task order level, are directly reimbursable by the ordering agency, and are in addition to the prices for services rendered under the Schedule. The ordering agency must be notified in writing of the requirement for reimbursement of transportation and per diem expenses prior to acceptance of the task order. This notification shall include a "not to exceed" estimate of the proposed costs. No reimbursement is authorized except as specified in an ordering agency's task order.

The Per Diem rates generally change at the beginning of each fiscal year (October 1) but minor changes are made throughout the year. Recommend checking the below websites for the most current per diem rates. No markup will be applied to these per diem rates.

<https://secureapp2.hqda.pentagon.mil/perdiem/perdiemrates.html>

When travel costs will be charged, they will be in accordance with the Federal Joint Travel Regulations. These charges will be at cost with no markup added.

Where applicable for task order work, mileage will be charged at \$0.68/mile. Travel will be charged when the travel distance is 60 miles or greater from a designated service center.

The contract price excludes all State and local taxes. The Government must either agree to either pay the amount of taxes (separately identified on invoices) or provide evidence necessary to sustain an exemption.

GENERAL INFORMATION – CONTRACT NO. GS-06F-0023R

Performance Standards

Services shall comply with the following as applicable:

GENERAL TECHNICAL

TITLE 29 CFR 1910
NEC

General Industry Occupational Safety and Health Standards
Industry Codes

GENERAL MANAGEMENT

PBS IL
PBS PQ100
TITLE 41 CFR 101-20
TITLE 41 CFR 102-85.165

Building Maintenance Management Desk Guide
Facilities Standards for Public Buildings and Grounds
Management of Buildings and Grounds
Standard Levels of Service

PROTECTION

TITLE 41 CFR 101-203

Rules and Regulations Governing Buildings and Grounds

SAFETY, FIRE, AND ACCIDENT

29 CFR 1926
PBS IL-92-4
Report No. EPA 560/5-85-024

Safety and Health Regulations for Construction
Safety and Environmental Management Program
Guidance for Controlling Asbestos Containing Materials in
Buildings

OSHA
TITLE 40 CFR, PART 761

General Industry
PCB's in Electrical Transformers

Mandatory Flow Down Clauses

The following FAR clauses are to be flowed down for all subcontract products and services

- | | |
|-----------|---|
| 52.219-8 | Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52-219-8 in lower tier subcontracts that offer subcontracting opportunities. |
| 52.222-26 | Equal Opportunity (Apr 2002) (E.O. 11246) |
| 52.222-35 | Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212) |
| 52.222-36 | Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793) |
| 52.222-41 | Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.) |
| 52.247-64 | Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (47 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64. |

E.T.N

Electrical

Contract No. GS-06F-0023R

Price List

Effective: December 2004

**THIS PAGE INTENTIONALLY
LEFT BLANK**

RECEIVED
BUREAU OF WASTE/EC/DOC
HR/FISCAL SECTION
2006 MAY 30 AM 10:16

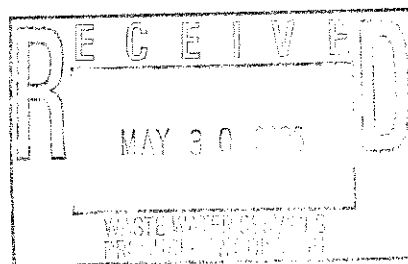


TABLE OF CONTENTS

Customer Information for Ordering	
Activities.....	1 – 2
Points of Production.....	3 – 4
Eaton Electrical Sales Offices Telephone Listing.....	5
Eaton Electrical Engineering Services & Systems Division Telephone Listing.....	6
General Terms and Conditions of Sale.....	7 – 12
Labor Rates	13 – 18
Inclusive Contract Clauses	19 – 21

CUSTOMER INFORMATION

1. Awarded Special Item Numbers:

SIN	DESCRIPTION
811-004	Electrical, and all Utility Services limited to Facility Maintenance

Description of Work Descriptions for Pre-Negotiated Labor Categories:

- a. **Special Consultant** – Special or unique analysis or design.
 - b. **Power System Analyst** – Analyze power system irregularities or new additions.
 - c. **Manager/Supervisor** – Manage projects or groups of engineers.
 - d. **Service Engineer (Contract)** – Lead engineer to troubleshoot, upgrade or lead preventive maintenance work.
 - e. **Service Engineer (Demand)** – Immediate request for a Service Engineer as above.
 - f. **Technicians** – Lead technician for minor troubleshooting or lead preventive maintenance work.
 - g. **System Integration Technician** – Lead Technician for non-complex integration of products.
 - h. **Master Electrician** – Lead electrician to perform electrical construction work.
 - i. **Maintenance Electrician** – Support Electrician to perform minor maintenance and testing.
 - j. **Journeyman** – Electrician to support a master electrician.
 - k. **Apprentice** – Electrician to support a Journeyman or Master Electrician.
2. **Maximum Order:** Dollar amounts listed below are per order, per SIN.

SIN	DESCRIPTION	MAXIMUM ORDER
811-004	Electrical, and all Utility Services limited to Facility Maintenance	\$750,000

Orders exceeding the above maximum orders levels will be accepted by Eaton Electrical unless that order(s) is returned to the ordering office within 5 workdays after receipt, with written notice stating Eaton Electrical's intent not to ship the item(s) called for and the reasons.

3. **Minimum Order:** \$100.00 per order.
 4. **Geographic Coverage (delivery area):** 48 Contiguous States, Alaska, Hawaii, Puerto Rico and Washington, DC
 5. **Points of Production:** See pages 3 to 4.
 6. **Discount from Commercial List Prices:** 15 percent. See pages 13 and 15.
- The contract price excludes all Federal, State, and local taxes and duties levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract.
- The government customer will be charged all applicable taxes unless an exemption certificate is provided.
7. **Quantity Discounts:** Up to 20 percent on selected labor categories for projects with estimated annual value of \$750,000 and greater per facility/installation. See pages 16 and 18.
 8. **Prompt Payment Terms:** Net 30 Days
 9. **Government Commercial Credit Card:** American Express, MasterCard and VISA accepted.
 10. **Foreign Items:** None
 11. **Delivery:**
 - a. **Time of Delivery:** Not Applicable. Service personnel will be on site.
 - b. **Expedited Delivery:** Not Applicable

- c. **Overnight and 2-Day Delivery:** Not Applicable.
 - d. **Urgent Requirements:** Emergency maintenance service is available for non-standard work hours, weekends and holidays.
12. **FOB Point:**
- a. **FOB Destination** within the 48 contiguous states, Washington, DC, and to a CONUS port or consolidation point for orders received from overseas activities.
 - b. **FOB Origin** for shipments to Alaska, Hawaii and Commonwealth of Puerto Rico.
 - c. Any non-commercial standard shipment methods will be outside the scope of the contract and may be subject to a surcharge. Non-commercial shipments include accelerated delivery, inside deliveries, export packaging, and shipping items ordered on a single purchase order to multiple locations. Direct shipment to overseas locations may be subject to a surcharge.
 - d. Shipments via U.S. Postal Service (USPS) to APO and PO Box addresses involve non-commercial standard shipping methods, are outside the scope of the contract and may be subject to a surcharge.
 - e. Orders placed for the USPS for delivery to a USPS facility will be shipped via the use of the USPS, unless the Contracting Officer grants a waiver of this requirement. The USPS requirement for mail ability is 70 pounds or less, combined length and girth not more than 108 inches, etc. Other commercial services will not be used, but this does not preclude the delivery by Eaton Electrical or distributor vehicles. These shipments via the USPS are outside the scope of the contract and may be subject to a surcharge.
13. **Ordering Addresses:** Contact Eaton Electrical representatives at the Points of Production (pages 3 to 4) or the local supporting Eaton Electrical Engineering Services & Systems Division (ESSD) Sales Office as shown on page 6.

Price List

Effective: December 2004

Page 2

Contract No. GS-06F-0023R**EATON | Electrical****14. Payment Addresses:**

- a. Payment address is based on the billing address of the respective government customer as follows:

<u>Bank / Address</u>	<u>Billing Address Zip Codes Starting With</u>
Eaton Corporation PO Box 905473 Charlotte, NC 28290-5473	080-084 133-135 168 170-183 189 195-199 201 220-253 258-259 261-266 268-329 334-359 362 370-379 384-385 403-409 411-418 425-426 437-439
Eaton Corporation PO Box 93531 Chicago, IL 60673-3531	004-035 038-049 060-079 085-132 136 140-147 150-167 190-194 200 202-219 254-257 260 267 330-333 360-361 363-368 380-383 386 400-402 410 419-424 427-436 440-579 589-658 680-704 723 759 773 776-777 800-807 816-864 889-893 945-948 979-985 988-994

Eaton Corporation PO Box 730455 Dallas, TX 75373-0455	036-037 050-059 137-139 148-149 169 184-188 369 387-397 580-588 660-679 705-722 724-758 760-772 774-775 778-799 865-885
Eaton Corporation PO Box 100193 Pasadena, CA 91189-0193	808-815 894-944 949-978 986 995-999

Eaton Corporation PO Box 71353 San Juan, PR 00936-1353	All Puerto Rico Locations
--	---------------------------

- b. Payments sent by **overnight express mail** (FedEx, UPS, etc.) must be addressed as follows, with **Eaton Corp 93531** on the **OUTSIDE** of the package:

Bank One
525 West Monroe
8th Floor Mailroom
Chicago, IL 60661

15. **Warranty and Liability Provision:** Standard Commercial. See Selling Policy Distribution and Control Products and Services 25-000, General Terms and Conditions of Sale (**pages 7 to 10**) and Selling Policy PCB Service, General Terms and Conditions of Sales (**pages 11 to 12**).

16. **Export Packing Charges:** Any export packing requirements will be outside the scope of the contract and may be subject to a surcharge.

17. **Terms and Conditions of Government Purchase Card Acceptance:** Government Purchase Card is accepted. Purchase level authority will be verified prior to shipment of ordered products.

18. **Terms and Conditions of Rental, Maintenance, and Repair:** To be negotiated on a task order basis.

19. **Terms and Conditions of Installation:** To be negotiated on a task order basis.

20. **Terms and Conditions of Repair Parts:** See Item 20a below.

- 20a. **Terms and Conditions of Other Services:** Other electrical services will be provided in accordance with Federal Supply Schedule Contract No. GS-07F-9460G for SIN 412-50 Ancillary Services, 412-51 Installation Requiring Construction and 412-52 Power Systems Engineering Support.

21. **List of Service and Distribution Points:** Same as Points of Production. See **pages 3 to 4**.

22. **List of Participating Distributors:** None.

23. **Preventive Maintenance:** To be negotiated on a task order basis.

24. **Environmental Attributes:**

- a. Special Attributes: None
b. Section 508 Compliance: Not Applicable

25. **DUNS Number:**

Eaton Electrical Corporate.....83-099-1832
Columbia, MD Sales Office.....87-855-9772

26. **Central Contractor Registration (CCR):**
Columbia, MD Sales Office.....CAGE.....1NG36

27. **Taxpayer Identification Number (TIN):**
Eaton Electrical Corporate.....34-1756467

28. **Other:** General terms and conditions of Selling Policy PCB Service, General Terms and Conditions of Sales (**pages 11 to 12**), shall apply in its entirety.

29. **Miscellaneous:** See **pages 17 to 18** for a listing of Contract clauses which are inclusive clauses of the Schedule Contract.

POINTS OF PRODUCTION

Performance of facility maintenance task orders will be by the Eaton Electrical Engineering Services & Systems Division (ESSD) through their respective sales and operations offices as shown below:

ALABAMA

226 Cahaba Valley Parkway
Pellham, AL 35124-1145
Tele: 205-403-3812
DUNS: 016435922
CAGE: 1NX78

ARIZONA

921 S. Park Lane, Suite 3
Tempe, AZ 85281-5119
Tele: 480-449-4270
DUNS: 782517317
CAGE: 3LTD3

CALIFORNIA

1520 South Bridge Gate Drive, Suite 100
Diamond Bar, CA 91765-3938
Tele: 909-348-0420
DUNS: 127759244
CAGE: 3LVY2

2637 Collier Canyon Road
Livermore, VA 94551-7543
Tele: 925-454-3650
DUNS: 878969245
CAGE: 1UND8

2727 Kurtz Street
San Diego, CA 92110-3109
Tele: 619-692-6521
DUNS: 075813779
CAGE: 1HJG4

COLORADO

8022 Southpark Circle, Suite 300
Littleton, CO 80120-5658
Tele: 303-738-2355
DUNS: 120329511
CAGE: 3LXV7

FLORIDA

1700 South Powerline Road, Suite J
Deerfield Beach, FL 33442-8180
Tele: 954-571-8282
DUNS: 062549113
CAGE: 3LTV9

GEORGIA

7000 Highlands Parkway SE
Smryna, GA 30082-4861
Tele: 678-309-4242
DUNS: 114708964
CAGE: 3LUS8

ILLINOIS

104 East Chestnut Avenue
Westmont, IL 6055-1137
Tele: 630-734-2627
DUNS: 017354536
CAGE: 3MBD6

IOWA

11163 Aurora Avenue
Des Moines, IA 50322-7904
Tele: 515-334-8958
DUNS: 032842069
CAGE: 3M6R4

KANSAS

11305 Strang Line Road
Lenexa, KS 66215-4042
Tele: 913-327-3660
DUNS: 133092788
CAGE: 3M6N3

KENTUCKY

4620 Proximity Drive, Suite A
Louisville, KY 40213-2495
Tele: 502-961-5500
DUNS: 121578616
CAGE: 3LUS6

LOUISIANA

11568 Mercantile Drive
Baton Rouge, LA 70809-9491
Tele: 225-756-1622
DUNS: 010923576
CAGE: 3CSG5

MAINE

1130B US Route 202
Winthrop, ME 04364-3817
Tele: 207-377-5974
DUNS: 029242281
CAGE: 3LSL2

MARYLAND

9204 Berger Road, Suite A
Columbia, MD 21046-1729
Tele: 410-540-5020
DUNS: 878559772
CAGE: 1NG36

MASSACHUSETTS

165 Grove Street, Suite 10
Franklin, MA 02038-3173
Tele: 774-235-0255
DUNS: 196329445
CAGE: 1MAM7

MICHIGAN

40200 Grand River Avenue, Suite 100
Novi, MI 48375-2162
Tele: 248-374-5220
DUNS: 124359493
CAGE: 3LVG5

MISSOURI

2050 Westport Center Drive
St Louis, MO 63146-3564
Tele: 314-812-2820
DUNS: 079290677
CAGE: 3MBG7

NEW JERSEY

690 Rahway Avenue
Union, NJ 07083-3663
Tele: 908-624-2350
DUNS: 125678784
CAGE: 3MTX4

NEW MEXICO

3333 Los Arboles, NE
Albuquerque, NM 87107-1943
Tele: 505-884-2410
DUNS: 140029534
CAGE: 3LTU4

NEW YORK

6700 Kirkville Road, Suite B101
East Syracuse, NY 13057-9305
Tele: 315-437-7204
DUNS: 038367249
CAGE: 3LYM9

NORTH CAROLINA

2933 South Miami Blvd, Suite 114
Durham, NC 27703-9041
Tele: 919-990-1587
DUNS: 055362755
CAGE: 1V8E1

OHIO

6055 Rockside Woods Blvd, Suite 100
Independence, OH 44131-2301
Tele: 216-642-5251
DUNS: 966608283
CAGE: 3MTR2

PENNSYLVANIA

7 Chelsea Parkway, Suite 700
Boothwyn, PA 19061-1306
Tele: 610-364-2602
DUNS: 047873661
CAGE: 3LYL9

Price List

Effective: December 2004

Page 4

Contract No. GS-06F-0023R**F.T.N****Electrical**

130 Commonwealth Drive
Warrendale, PA 15086-7501
Tele: 724-779-5811
DUNS: 019501977
CAGE: 3LSN3

TEXAS

8220 Cross Park Drive, Suite 100
Austin, TX 78754-5229
Tele: 512-302-4011
DUNS: 168241490
CAGE: 3MSA0

4685 College Street
Beaumont, TX 77707-3809
Tele: 713-948-8240
DUNS: 809686459
CAGE: 3MSK3

400 Main Street, Suite 601
Corpus Christi, TX 78401-2050
Tele: 713-948-8240
DUNS: 140781753
CAGE: 3MTR0

637 Westport Parkway, Suite 200
Grapevine, TX 76051-6748
Tele: 817-410-1625
DUNS: 142287874
CAGE: 3LUP4

8706 Meldrum Street
Houston, TX 77075-2216
Tele: 713-948-8240
DUNS: 799629803
CAGE: 1SDP1

VIRGINIA

530 Eastpark Court, Suite G
Sandston, VA 23150-1337
Tele: 804-328-6101
DUNS: 127964455
CAGE: 1TGB8

WASHINGTON

13205 S.E. 30th Street, Suite 101
Bellevue, WA 98005-4401
Tele: 425-644-6260
DUNS: 150076131
CAGE: 1NDU7

WEST VIRGINIA

600A, Suite 2, Prestige Park
Hurricane, WV 25526-8422
Tele: 304-760-2190
DUNS: 015865017
CAGE: 3LSS5

WISCONSIN

2350 West Pershing Street, Suite C
Appleton, WI 54914-6067
Tele: 920-380-2430
DUNS: 0822170502
CAGE: 3LUX7

State	Phone Number
Alaska	
Anchorage	907-564-8550
Alabama	
Birmingham	205-403-3850
Dothan	334-792-1142
Mobile	334-415-3744
Arkansas	
Fayetteville	501-571-4785
North Little Rock	501-791-2880
Arizona	
Phoenix (Tempe)	480-440-4200
Tucson	520-531-2380
California	
Bakersfield	661-396-2557
Fresno	209-448-1780
Los Angeles (Diamond Bar)	909-869-8200
Sacramento (Roseville)	916-780-4100
San Diego	619-291-4211
San Francisco (Lafayette)	925-454-3700
Colorado	
Denver (Littleton)	303-738-2300
Connecticut	
Hartford (Rocky Hill)	860-258-1949
Stratford	203-377-5838
Florida	
Deerfield Beach	954-698-0068
Jacksonville	904-464-0446
Orlando (Longwood)	407-772-3106
Miami Lakes	305-512-8201
Pensacola	850-479-3264
Sarasota	941-378-5404
Tampa	813-287-7000
Georgia	
Atlanta (Smryna)	678-309-4201
Columbus	706-322-7383
Macon	478-471-0500
Valdosta	229-249-9818
Hawaii	
Honolulu	808-594-4504
Iowa	
Cedar Rapids	913-378-9554
Des Moines (Urbandale)	515-334-8955
Idaho	
Boise	208-323-2802
Illinois	
Chicago (Westmont)	630-789-5982
Decatur	217-872-1965
Peoria	309-649-1831
Rock Island	563-344-7800
Rockford	815-398-6585
Indiana	
Evansville	812-425-9349
Fort Wayne	260-483-6700
Indianapolis	317-344-4500
Kansas	
Kansas City (Lenexa)	913-327-3600
Wichita	316-291-1470
Kentucky	
Lexington	859-278-2135
Louisville	502-961-5500
Paducah	502-898-8322
Louisiana	
Baton Rouge	504-293-0111
New Orleans (Metairie)	504-849-3374

Shreveport	318-868-7488
Massachusetts	
Boston (Franklin)	774-235-0200
Maryland	
Columbia	410-720-6700
Maine	
Augusta	207-623-7749
Michigan	
Grand Rapids	616-559-3500
Lansing	517-321-6292
Saginaw	989-753-5355
Southfield (Novi)	248-374-5156
Minnesota	
Duluth	218-727-9156
Minneapolis (Minnetonka)	952-939-5402
Missouri	
Springfield	417-882-8880
St Louis	314-812-2851
Mississippi	
Jackson	601-987-4706
Montana	
Bozeman	406-585-8087
Nebraska	
Omaha	402-339-3208
New Hampshire	
Bedford	603-543-3525
New Jersey	
Edison	732-767-9600
New Mexico	
Albuquerque	505-872-2593
Nevada	
Las Vegas	702-309-4089
Reno	775-852-7575
New York	
Albany	518-433-1175
Buffalo (Amherst)	716-691-4333
New York City	212-319-2100
Rochester (Fairport)	716-381-0510
Syracuse	315-437-7201
North Carolina	
Asheville (Arden)	828-687-3413
Charlotte	704-529-3536
Greensboro	336-282-0572
Raleigh	919-852-2500
Ohio	
Cincinnati	513-387-2026
Cleveland	216-642-5200
Columbus (Westerville)	614-899-4100
Dayton	937-431-3290
Toledo	419-867-2289
Willoughby	216-523-6778
Oklahoma	
Oklahoma City	405-947-3729
Tulsa	918-627-3312
Oregon	
Eugene (Lebanon)	541-451-4634
Medford	541-776-4849
Portland (Lake Oswego)	503-624-4002
Pennsylvania	
Allentown	610-391-8850
Philadelphia (Boothwyn)	610-497-6100
Pittsburgh	412-893-3646
York	717-757-1071
Puerto Rico	
Guaynabo	787-783-8300

South Carolina	
Charleston	843-763-1771
Columbia	803-799-2684
Greenville	864-232-5698
Tennessee	
Chattanooga	423-634-3239
Kingsport (Bristol)	423-989-3001
Knoxville (Rockford)	865-702-7200
Memphis	901-737-0200
Nashville	615-460-1600
Texas	
Austin	512-373-5800
Corpus Christi	512-857-8195
Dallas	817-410-1724
El Paso	915-779-5016
Houston	713-849-1600
Lubbock	806-765-0092
San Antonio	210-366-0093
Tyler	903-534-1800
Utah	
Salt Lake City	801-363-4788
Virginia	
Charlottesville	804-973-9299
Norfolk (Chesapeake)	757-424-5556
Richmond	804-285-2096
Roanoke	540-345-7809
Washington	
Kennewick	509-735-1551
Seattle (Bellevue)	425-644-5800
Spokane	509-922-4055
Wisconsin	
Appleton	920-380-2407
LaCrosse	608-796-2770
Milwaukee (Brookfield)	262-860-2202
West Virginia	
Charleston (Hurricane)	304-757-9556
Scott Depot	304-757-0617

Price List

Effective: December 2004

Page 6

Contract No. GS-06F-0023R**EATON | Electrical**

Eaton Electrical Services and Systems Division (ESSD)	
Alabama	
Birmingham (Pelham)	205-403-3800
Mobile (Theodore)	334-443-7171
Alaska	
Anchorage	907-562-8559
Arizona	
Phoenix (Tempe)	480-449-4270
California	
Los Angeles (Diamond Bar)	909-869-8200
Sacramento	916-780-4141
San Diego	619-291-4211
San Francisco (Lafayette)	925-454-3600
Colorado	
Denver (Littleton)	303-738-2350
Florida	
Miami (Deerfield Beach)	954-571-8282
Georgia	
Atlanta (Smyrna)	678-309-4242
Hawaii	
Honolulu	888-313-3212
Illinois	
Chicago (Westmont)	630-734-9981
Kentucky	
Louisville	502-961-5500
Louisiana	
Baton Rouge/New Orleans	225-756-1622
West Monroe	318-329-2102
Massachusetts	
Boston (Franklin)	774-235-0250
Maine	
Augusta (Winthrop)	207-377-5742
Maryland	
Baltimore (Elkridge)	410-379-0157
Michigan	
Detroit (Novi)	248-374-5220
Grand Rapids	616-559-3500
Minnesota	
Duluth	218-722-5300
Minneapolis (Minnetonka)	612-912-1330
Kansas	
Kansas City (Lenexa)	913-327-3600
Missouri	
St Louis	314-812-2810
North Carolina	
Raleigh/Durham	919-990-1580
New Jersey	
Union	908-624-2370
New Mexico	
Albuquerque	505-884-2410
Nevada	
Las Vegas	702-309-4092
New York	
Buffalo (Amherst)	716-691-0008
Long Island/New York City (Edison, NJ)	908-624-2350
Mohawk	315-866-3170
North Carolina	
Raleigh/Durham	919-990-1580

Ohio	
Cleveland (Independence)	216-642-5239
Oklahoma	
Oklahoma City	405-947-3729
Oregon	
Portland (Lake Oswego)	503-675-3461
Pennsylvania	
Philadelphia (Boothwyn)	610-364-2600
Pittsburgh (Warrendale)	724-779-5800
Tennessee	
Knoxville (Rockford)	865-577-1220
Texas	
Austin	512-302-4011
Beaumont	713-948-8235
Dallas (Grapevine)	817-410-1624
Houston	713-948-8235
Tyler	903-534-1800
Virginia	
Richmond (Sandston)	804-328-4701
Washington	
Seattle (Bellevue)	425-644-6250
Wisconsin	
Appleton	920-380-2430
West Virginia	
Hurricane	304-760-2190
Skelton	304-256-3918

**Distribution and Control
Products and Services****25-000**

**General Terms and Conditions of Sale, Effective: October 1, 2003
Supersedes Selling Policy 25-000,
Pages 1-4, dated May 1, 2000**

Terms and Conditions of Sale

The Terms and Conditions of Sale set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract for the sale of products or services (hereinafter referred to as Product(s) or Services by Eaton Electrical Inc. (hereinafter referred to as Seller) to the Buyer, and supersedes all prior quotations, purchase orders, correspondence or communications whether written or oral between the Seller and the Buyer. Notwithstanding any contrary language in the Buyer's purchase order, correspondence or other form of acknowledgment, Buyer shall be bound by these Terms and Conditions of Sale when it sends a purchase order or otherwise indicates acceptance of this contract, or when it accepts delivery from Seller of the Products or Services. THE CONTRACT FOR SALE OF THE PRODUCTS OR SERVICES IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF SALE STATED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY SELLER. No contract shall exist except as herein provided.

Complete Agreement

No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on the Seller unless made in writing by an authorized representative of the Seller. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

Quotations

Written quotations are valid for 30 days from its date unless otherwise stated in the quotation or terminated sooner by notice.

Verbal quotations, unless accepted, expire the same day they are made.

A complete signed order must be received by Seller within 20 calendar days of notification of award, otherwise the price and shipment will be subject to re-negotiation.

Termination and Cancellation

Any order may be terminated by the Buyer only by written notice and upon payment of reasonable termination charges, including all costs plus profit. Seller shall have the right to cancel any order at any time by written notice if Buyer breaches any of the terms hereof, becomes the subject of any proceeding under state or federal law for the relief of debtors, or otherwise becomes insolvent or bankrupt, generally does not pay its debts as they become due or makes an assignment for the benefit of creditors.

Prices

All prices are subject to change without notice. In the event of a price change, the effective date of the change will be the date of the new price or discount sheet, letter or telegram. All quotations made or orders accepted after the effective date will be on the new basis. For existing orders, the price of the unshipped portion of an order will be the price in effect at time of shipment.

Price Policy - Products and Services

When prices are quoted as firm for quoted shipment, they are firm provided the following conditions are met:

1. The order is released with complete engineering details.
2. Shipment of Products are made, and Services purchased are provided within the quoted lead time.
3. When drawings for approval are required for any Products, the drawings applicable to those Products must be returned within 30 calendar days from the date of the original mailing of the drawings by Seller. The return drawings must be released for manufacture and shipment and must be marked "APPROVED" or "APPROVED AS NOTED". Drawing re-submittals which are required for any other reason than to correct Seller errors will not extend the 30-day period.

If the Buyer initiates or in any way causes delays in shipment, provision of Services or return of approval drawings beyond the periods stated above, the price of the Products or Services will be

increased 1% per month or fraction thereof up to a maximum of 18 months from the date of the Buyer's order. For delays resulting in shipment or provision of Services beyond 18 months from the date of the Buyer's order, the price must be renegotiated.

Price Policy - BLS

Refer to Price Policy 25-050.

Minimum Billing

Orders less than \$250 will be charged a \$30 handling fee.

Taxes

The price does not include any taxes. Buyer shall be responsible for the payment of all taxes applicable to, or arising from the transaction, the Products, its sale, value, or use, or any Services performed in connection therewith regardless of the person or entity actually taxed.

TERMS OF PAYMENT**Products**

Terms of payment for assembled Products listed below are net within 30 days from date of invoice:

Adjustable Speed Drives
Automatic Transfer Switches
Custom Control Panels
Electrocenters
Excitation Control
Industrial PC's
Load Interrupter Switchgear
LV and MV Busway
LV and MV Motor Control Centers
LV and MV Switchgear
Navy Circuit Breakers
Network Protectors
Operator Interface
Panelboards & Switchboards
Power Circuit Breakers and Fuses
Solid State Starters
Unit Substation Transformers

Terms of payment for standard or stock Products will be:

2% 10th proximo, Net 25th proximo for invoices dated 1st through 15th of the month; 2% 25th proximo, Net 10th 2nd proximo for invoices dated 16th through 31st.

Note: Refer to Product discount sheets for further clarification as to which terms of payment apply.

Services

Terms of payment are net within 30 days from date of invoice for orders amounting to less than \$50,000.00.

① 60 days for orders through contractors to allow time for their review and approval before and after transmitting them to their customers.

Terms of payment for orders exceeding \$50,000.00 shall be made according to the following:

1. Twenty percent (20%) of order value with the purchase order payable 30 days from date of invoice.
2. Eighty percent (80%) of order value in equal monthly payments over the performance period payable 30 days from date of invoice.

Except for work performed (i) under a firm fixed price basis or (ii) pursuant to terms of a previously priced existing contract between Seller and Buyer, invoices for work performed by Seller shall have added and noted on each invoice a charge of 3% (over and above the price of the work) which is related to Seller compliance with present and proposed environmental, health, and safety regulations associated with prescribed requirements covering hazardous materials management and employee training, communications, personal protective equipment, documentation and record keeping associated therewith.

Adequate Assurances

If, in the judgment of Seller, the financial condition of the Buyer, at any time during the period of the contract, does not justify the terms of payment specified, Seller may require full or partial payment in advance.

Delayed Payment

If payments are not made in accordance with these terms, a service charge will, without prejudice to the right of Seller to immediate payment, be added in an amount equal to the lower of 1.5% per month or fraction thereof or the highest legal rate on the unpaid balance.

FREIGHT

F.O.B. - P/S - Frt./Ppd. and Invoiced
Automatic Transfer Switches and Renewal Parts, and Electronic Operator Interface Products are sold F.O.B. point of shipment freight prepaid and invoiced to the Buyer.

F.O.B. - P/S - Frt./Ppd. and Allowed
All other Products sold are delivered F.O.B. point of shipment, freight prepaid and included in the price.

F.O.B. Destination - Frt./Ppd. and Allowed

At Buyer's option, Seller will deliver the Products F.O.B. destination freight prepaid and 2% will be added to the net price.

Shipment and Routing

Seller shall select the point of origin or shipment, the method of transportation and the routing of the shipment.

If the Buyer specifies a special mode of transportation or routing, Buyer shall pay all freight.

When freight is included in the price, no allowance will be made in lieu of transportation if the Buyer accepts shipment at factory, warehouse, or freight station or otherwise supplies its own transportation.

Risk of Loss

Risk of loss or damage to the Products shall pass to Buyer at the F.O.B. point.

Concealed Damage

Except in the event of F.O.B. destination shipments, Seller will not participate in any settlement of claims for concealed damage.

When shipment has been made on an F.O.B. destination basis, the Buyer must unpack immediately and, if damage is discovered must:

1. Not move the Products from the point of examination.
2. Retain shipping container and packing material.
3. Notify the carrier in writing of any apparent damage.
4. Notify Seller representative within 72 hours of delivery.
5. Send Seller a copy of the carrier's inspection report.

Witnessed Tests/Customer Inspection

Standard factory tests may be witnessed by the Buyer for \$1500 per day per Product type. Buyer may final inspect Products at the factory for \$500 per day per Product type.

Seller will notify Buyer fourteen (14) calendar days prior to schedule witness testing or inspection. In the event Buyer is unable to attend, the Parties shall mutually agree on a rescheduled date. However, Seller reserves the right to consider the witness tests waived with the right to ship and invoice the Products.

Held Orders

For any order held, delayed or

rescheduled at the request of the Buyer, Seller may, at its sole option (1) require payment to be based on any reasonable basis, including but not limited to the contract price, and any additional expenses, or cost resulting from such a delay; (2) store Products at the sole cost and risk of loss of the Buyer; and/or (3) charge to the Buyer those prices under the applicable price policy. Any order so held delayed or rescheduled beyond twelve (12) months will be treated as a Buyer termination.

Drawing Approval

Seller will design the Products in line with, in Seller's judgment, good commercial practice. If at drawing approval Buyer makes changes outside of the design as covered in their specifications, Seller will then be paid reasonable charges and allowed a commensurate delay in shipping date based on the changes made.

WARRANTY

Warranty For Products

Seller warrants that the Products manufactured by it will conform to Seller's applicable specifications and be free from failure due to defects in workmanship and material for one (1) year from the date of installation of the Product or eighteen (18) months from the date of shipment of the Product, whichever occurs first.

In the event any Product fails to comply with the foregoing warranty Seller will, at its option, either (a) repair or replace the defective Product, or defective part or component thereof, F.O.B. Seller's facility freight prepaid, or (b) credit Buyer for the purchase price of the Product. All warranty claims shall be made in writing. Seller requires all non-conforming Products be returned at Seller's expense for evaluation unless specifically stated otherwise in writing by Seller.

This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with Seller's recommendations and industry standard practice or due to accident, misuse, abuse or negligence. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses which may be incurred in connection with repair or replacement.

This warranty does not apply to equipment not manufactured by Seller. Seller limits itself to extending the same warranty it receives from the supplier.

Extended Warranty for Products

If requested by the Buyer and specifically accepted in writing by Seller, the foregoing standard warranty for Products will be extended from the date of shipment for the period and price indicated below:

24 months - 2% of Contract Price
30 months - 3% of Contract Price
36 months - 4% of Contract Price

Special Warranty (In and Out) for Products

If requested by the Buyer and specifically accepted in writing by Seller, Seller will, during the warranty period for Products, at an additional cost of 2% of the contract price, be responsible for the direct cost of:

1. Removing the Product from the installed location.
2. Transportation to the repair facility and return to the site.
3. Reinstallation on site.

The total liability of Seller for this Special Warranty for Products is limited to 50% of the contract price of the particular Product being repaired and excludes expenses for removing adjacent apparatus, walls, piping, structures, temporary service, etc.

Warranty For Services

Seller warrants that the Services performed by it hereunder will be performed in accordance with generally accepted professional standards.

The Services which do not so conform shall be corrected by Seller upon notification in writing by the Buyer within one (1) year after completion of the Services.

Unless otherwise agreed to in writing by Seller, Seller assumes no responsibility with respect to the suitability of the Buyer's equipment or with respect to any latent defects in the same. This warranty does not cover damage to Buyer's equipment, components or parts resulting in whole or in part from improper maintenance or operation or from their deteriorated condition. Buyer will, at its cost, provide Seller with unobstructed access to the defective Services, as

well as adequate free working space in the immediate vicinity of the defective Services and such facilities and systems, including, without limitation, docks, cranes and utility disconnects and connects, as may be necessary in order that Seller may perform its warranty obligations.

The conducting of any tests shall be mutually agreed upon and Seller shall be notified of, and may be present at, all tests that may be made.

Warranty for Power Systems Studies

Seller warrants that any power systems studies performed by it will conform to generally accepted professional standards. Any portion of the study which does not so conform shall be corrected by Seller upon notification in writing by the Buyer within six (6) months after completion of the study. All warranty work shall be performed in a single shift straight time basis Monday through Friday. In the event that the study requires correction of warranty items on an overtime schedule, the premium portion of such overtime shall be for the Buyer's account.

Limitation on Warranties for Products, Services and Power Systems Studies

THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTIES OF TITLE AND AGAINST PATENT INFRINGEMENT. SELLER DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR FAILURE OF SELLER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE BUYER ARE BASED IN CONTRACT, INTORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE.

Asbestos

Federal Law requires that building or facility owners identify the presence, location and quantity of asbestos containing material (hereinafter "ACM") at work sites. Seller is not licensed to abate ACM. Accordingly, for any contract which includes the provision of Services, prior to (i) commencement of work at any site under a specific

Purchase Order, (ii) a change in the work scope of any Purchase Order, the Buyer will certify that the work area associated with the Seller's scope of work includes the handling of Class II ACM, including but not limited to generator wedges and high temperature gaskets which include asbestos materials. The Buyer shall, at its expense, conduct abatement should the removal, handling, modification or reinstallation, or some or all of them, of said Class II ACM be likely to generate airborne asbestos fibers; and should such abatement affect the cost of or time of performance of the work then Seller shall be entitled to an equitable adjustment in the schedule, price and other pertinent affected provisions of the contract.

Compliance with Nuclear Regulation

Seller's Products are sold as commercial grade Products not intended for application in facilities or activities licensed by the United States Nuclear Regulatory Commission for atomic purposes. Further certification will be required for use of the Products in any safety-related application in any nuclear facility licensed by the U.S. Nuclear Regulatory Commission.

Returning Products

Authorization and shipping instructions for the return of any Products must be obtained from Seller before returning the Products.

When return is occasioned due to Seller error, full credit including all transportation charges will be allowed.

Product Notices

Buyer shall provide the user (including its employees) of the Products with all Seller supplied Product notices, warnings, instructions, recommendations, and similar materials.

Force Majeure

Seller shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Buyer, riot, embargo, fuel or energy shortage, car shortage, wrecks or delays in transportation, or due to any other cause beyond Seller's reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a

period of time reasonably necessary to overcome the effect of such delay.

Liquidated Damages

Contracts which include liquidated damage clauses for failure to meet shipping or job completion promises are not acceptable or binding on Seller, unless such clauses are specifically accepted in writing by an authorized representative of the Seller at its headquarters office.

Patent Infringement

Seller will defend any suit or proceeding brought against Buyer, or Buyer's customers, so far as based upon a claim that any Products infringe any United States patent, if notified in reasonable time and given authority, information and assistance (at Seller's expense) for the defense of same, and Seller shall pay all legal and court costs and expenses and court assessed damages awarded therein against Buyer and resulting from or incident to such suit or proceeding. In addition to the foregoing, if at any time Seller determines there is a substantial question of infringement of any United States patent or in case any Products are judicially held to infringe United States patent and the use of such Products are enjoined, Seller may, at its option and expense, either procure for Buyer the right to continue using and selling the Products; or replace the Products with non-infringing apparatus; or modify it so it becomes non-infringing; or, as a last resort, remove the Products and refund the purchase price. In no case does Seller agree to pay any recovery based upon its Buyer's savings or profit through use of Seller's Products whether the use be special or ordinary. The foregoing states the entire liability of Seller for patent infringement.

The preceding paragraph does not apply to modifications made by Buyer to Products furnished by Seller or to Products manufactured to Buyer's design and specifications or to the use of Products with other products where Products do not in itself infringe a United States patent. As to any Products manufactured to Buyer's design or specifications, or when Products are used with other products, Buyer shall hold Seller harmless in the same manner and to the extent of Seller's obligation described in the preceding paragraph. Buyer shall be responsible for obtaining all license rights required by Seller for software products in the possession of Buyer

whose use is required by Seller in performing Services for Buyer.

Compliance with OSHA

Seller offers no warranty and makes no representation that its Products comply with the provisions or standards of the Occupational Safety and Health Act of 1970, or any regulation issued thereunder. In no event shall Seller be liable for any loss, damage, fines, penalty or expenses arising under said Act.

Limitation of Liability

THE REMEDIES OF THE BUYER SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND ARE ITS SOLE REMEDIES FOR ANY FAILURE OF SELLER TO COMPLY WITH ITS OBLIGATIONS HEREUNDER.

NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS SOLD HEREUNDER, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS, COST OF CAPITAL, CLAIMS OF CUSTOMERS OF THE BUYER OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER.

THE TOTAL CUMULATIVE LIABILITY OF SELLER ARISING FROM OR RELATED TO THIS CONTRACT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED.

PCB Service

Selling Policy

General Terms and Conditions of Sale, Effective: June 1, 1999

A. PCB Projects

Work to be performed by Cutler-Hammer in servicing, processing or repairing Polychlorinated Biphenyl (PCB) contaminated electrical equipment, including the handling or disposing by Cutler-Hammer of PCBs, PCB solid material and/or equipment or material containing or contaminated with PCBs ("Waste Products") shall hereafter be collectively referred to as a "PCB Project".

Proposal in accordance with the terms and conditions set forth herein, and the price the Buyer agrees to pay to Cutler-Hammer for such work shall be that stated in the Proposal.

B. PCB Project Indemnification

1. For PCB Projects as defined in paragraph A., Cutler-Hammer shall indemnify and save the Buyer harmless from and against any:
 - (a) Civil fines or penalties arising from Cutler-Hammer's failure to comply with applicable federal, state or local laws, statutes or regulations regulating the handling, transportation, storage or disposal of the Waste Products; provided that Cutler-Hammer reserves its right to contest liability under such law, statute or regulation; or
 - (b) Expenses relating to the clean-up of an environmental release of the Waste Product occurring on the Buyer's premises during performance of the work to the extent that the environmental release results from the negligent, willful or unlawful act of Cutler-Hammer; provided that Cutler-Hammer's obligations shall be limited to the clean-up of the environmental release in accordance with the

standards of applicable federal, state or local law statute, regulation or governmental directive which regulates the clean-up of the Waste Product, or in the event no applicable standards exist which regulate the environmental clean-up of the Waste Products, Cutler-Hammer shall adopt clean-up standards and methods appropriate to the environmental release situation; and provided further that Cutler-Hammer reserves the right to negotiate environmental clean-up methods and standards with the appropriate regulatory agency.

2. Cutler-Hammer's obligation to indemnify the Buyer under the indemnification contained in this paragraph (B) is conditioned upon the Buyer giving Cutler-Hammer timely written notice of any event or proceeding for which indemnification may be sought, and affording Cutler-Hammer the opportunity to take such actions as may be desirable to contain or minimize the consequences of an environmental release and to defend or settle any proceeding on behalf of the Buyer.
3. In no event shall Cutler-Hammer be liable under the indemnification contained in this paragraph (B) for any special, indirect, incidental, or consequential damages whatsoever.

C. Buyer's Cooperation

Buyer agrees to cooperate fully with Cutler-Hammer in performance of the PCB Project and to assist Cutler-Hammer in its compliance with all applicable laws, rules and regulations. Buyer acknowledges that its strict compliance with such laws, rules and regulations is essential.

If the scope of work hereunder does not include disposing by Cutler-Hammer of any Waste Product, Buyer shall retain sole responsibility and liability for

storing, handling, processing and disposing of any and all such Waste Product at the site prior to commencement of the work hereunder or produced during performance of the work hereunder.

D. Additional Work

Any additional work performed by Cutler-Hammer for Buyer, beyond the scope of the Proposal, shall be performed in accordance with these general terms and conditions, and Buyer shall pay Cutler-Hammer for same at Cutler-Hammer's then current rates for such services, or as may be otherwise negotiated by the parties.

E. Non-Confirming Waste Product

Cutler-Hammer reserves the right but not the obligation to inspect, sample and/or test the Waste Product prior to or subsequent to assuming title to the Waste Product. If, prior to taking title, the Waste Product is found to be non-conforming, Cutler-Hammer may suspend performance of the PCB Project until Cutler-Hammer and Buyer, acting in good faith, agree upon modifications to the PCB Project. If, after taking title to the Waste Product, the Waste Product is found to be non-conforming, Cutler-Hammer may, upon written notice to Buyer, revoke its acceptance of the Waste Product, at which time title to and responsibility and liability for the Waste Product shall revert in Buyer. Unless Cutler-Hammer and Buyer agree upon appropriate modifications to the PCB Project, Cutler-Hammer will return the Waste Product to Buyer within a reasonable period of time and Buyer shall pay Cutler-Hammer for all charges and expenses in handling, storing or transporting the non-conforming Waste Product.

Cutler-Hammer shall have no liability with respect to the non-conforming Waste Product except for liability resulting solely from its failure to exercise due care in handling the non-conforming Waste Product, and Buyer agrees to indemnify, defend and save harmless Cutler-Hammer from and against all such liabilities, including but not limited to personal injury (including death)

and damage to any property, including contamination of the environment.

Waste Product shall be considered non-conforming if it contains constituents or possesses characteristics or properties which are not disclosed in the Waste Product description.

F. Buyer's Warranties

The Buyer warrants and represents to Cutler-Hammer that:

- (a) Buyer will comply with and fulfill its obligations as set forth herein;
- (b) Buyer will comply with any and all applicable law, statute, regulation or any other governmental directive applicable to Buyer with respect to any PCB project; and
- (c) Buyer has sole title, or the full right to transfer title, to Waste Product which is tendered.

G. Governmental Prohibition

In the event any federal, state or local governmental regulation or act prohibits Cutler-Hammer from completing the PCB Project or servicing and/or repairing, pursuant to the warranty contained herein, Buyer's PCB or PCB contaminated electrical equipment, Cutler-Hammer's sole obligation, and Buyer's exclusive remedy, shall be limited to the refund of the portion of the price reasonably allocated to the uncompleted portion of the PCB Project.

H. Purchaser's Notification

Buyer acknowledges the importance of responding promptly to any PCB related problem or condition at the site. Accordingly, Buyer hereby agrees to notify Cutler-Hammer within forty-eight (48) hours after discovery of any PCB related problem or condition created solely by Cutler-Hammer at Buyer's site.

I. Title and Risk of Loss

Title and risk of loss to the Waste Product (in the event of disposal of same is part of the PCB Project) shall transfer to Cutler-Hammer's subcontractors upon placement thereof on the vehicles of such subcontractors.

**Table 1 - Ceiling Labor Rates for Continental United States (CONUS), including the District of Columbia
(Excludes Alaska, Hawaii and Puerto Rico)**

	Monthly Rate / Month	Weekly Rate / Week	M-F (8 hour workday), Straight Time, Daily Rate/Day	Hourly Straight Time	Government Rate with 15% discount	M-F More than 8 hours & Sat. 8 hour work day (Hourly Overtime = 1.5 x Straight Time)	Government Rate with 15% discount	Sat More than 8 hour work day and Sun (Hourly Double time = 2 x Straight Time)	Government Rate with 15% discount
1 Special Consultant Special or Unique Analysis or Design			\$2,402.00	\$300.25	\$255.21	\$450.38	\$382.82	\$600.50	\$510.43
2 Power System Analyst Analyze Power System Irregularities or New Additions			\$1,965.00	\$245.63	\$208.75	\$368.44	\$313.17	\$491.25	\$417.56
3 Manager/Supervisor Manage projects or groups of engineers			\$1,528.00	\$191.00	\$161.25	\$286.50	\$243.53	\$382.00	\$324.70
4 Service Engineer (Contract) Lead engineer to trouble-shoot, upgrade or lead PM work				\$145.00	\$123.00	\$217.50	\$184.88	\$290.00	\$246.50
5 Service Engineer (Demand) Immediate request for a Service Engineer as above				\$160.00	\$136.00	\$240.00	\$204.00	\$320.00	\$272.00
6 Technicians - High Cost Area (HCA) (See Note 2) Lead technician for minor trouble-shooting or lead PM work				\$145.00	\$123.25	\$217.50	\$184.88	\$290.00	\$246.50
7 Technicians - All Other Locations (AOL) Lead technician for minor trouble-shooting or lead PM work				\$110.00	\$93.50	\$165.00	\$140.25	\$220.00	\$187.00
8 Technical Coordinator Coordinator to manage a group of technicians or electricians				\$95.00	\$80.75	\$142.50	\$121.13	\$190.00	\$161.50
9 System Integration Engineer Lead engineer to integrate electrical products or systems				\$173.00	\$147.00	\$259.50	\$220.58	\$346.00	\$294.10
10 Master Electrician - HCA (See Note 2) Lead electrician to perform electrical construction work				\$145.00	\$123.25	\$217.50	\$184.88	\$290.00	\$246.50
11 Master Electrician - AOL Lead electrician to perform electrical construction work				\$110.00	\$93.50	\$165.00	\$140.25	\$220.00	\$187.00
12 Maintenance Electrician - HCA (See Note 2) Support Electrician to perform minor maintenance & testing				\$130.50	\$110.93	\$195.75	\$166.39	\$261.00	\$221.85
13 Maintenance Electrician - AOL Support Electrician to perform minor maintenance & testing				\$99.00	\$84.15	\$148.50	\$126.23	\$198.00	\$168.30
14 Journeyman - HCA (See Note 2) Electrician to support a master electrician				\$116.00	\$98.60	\$174.00	\$147.90	\$232.00	\$197.20
15 Journeyman - AOL Electrician to support a master electrician				\$88.00	\$74.80	\$132.00	\$112.20	\$176.00	\$149.60
16 Apprentice - HCA (See Note 2) Electrician to support a Journeyman or Master electrician				\$108.75	\$92.44	\$163.13	\$138.66	\$217.50	\$184.88
17 Apprentice - AOL Electrician to support a Journeyman or Master electrician				\$82.50	\$70.13	\$123.75	\$105.19	\$165.00	\$140.25

Monthly Rate / Month	Weekly Rate / Week	M-F (8 hour workday), Straight Time, Daily Rate/Day	Hourly Straight Time	Government Rate with 15% discount	M-F More than 8 hours & Sat. 8 hour work day (Hourly Overtime = 1.5 x Straight Time)	Government Rate with 15% discount	Sat More than 8 hour work day and Sun (Hourly Double time = 2 x Straight Time)	Government Rate with 15% discount
-------------------------	-----------------------	--	----------------------------	---	---	---	--	---

Emergency Callout Rate

18	Straight Time					\$174.00		\$147.90
19	Overtime						\$262.00	\$222.70
20	Double Time							\$349.00

Monthly Rate Packages for On-Site Maintenance Service (See Note 3)

21	Per week up to 1 month	\$5,460.00				\$136.50		\$116.03
22	Per month up to 3 months	\$18,564.00				\$116.03		\$98.62
23	Per month 3-6 months	\$17,472.00				\$109.20		\$92.82
24	Per month 6-12 months	\$16,380.00				\$102.38		\$87.02

On-Site Training

25	On-Site Training		\$3,500.00	\$437.50				\$371.88
26	Additional Day of training		\$1,400.00	\$175.00				\$148.75

Survey

27	Electrical Distribution Site Survey		\$1,500.00	\$187.50				\$159.38
28	Preventive Maintenance Survey		\$1,500.00	\$187.50				\$159.38
29	Power Quality Survey		\$1,500.00	\$187.50				\$159.38
30	Energy Cost Optimization Survey		\$1,500.00	\$187.50				\$159.38

NOTE 1: The skill sets and number of personnel required for workscopes will be mutually agreed upon by the contracting agency and Eaton Electrical. Consideration will be given to ensure a safe working environment for all personnel and local electrician work-practices will be incorporated as appropriate. A brief summary of the skills of each category are included above, but will be further defined and agreed-upon by all parties prior to the commencement of any work.

NOTE 2: High Cost Areas (HCA) = Metropolitan areas of Los Angeles, CA; San Diego, CA; San Francisco, CA; Detroit, MI; Boston, MA; Chicago, IL; New York, NY; Seattle, WA; Philadelphia, PA

NOTE 3: Weekly rates are per person with 40 hour straight time days maximum continuous utilization. Monthly rates are per person with 20 eight hour straight time days maximum continuous utilization per month. No overtime is included and additional days per month, as required, would be added on a pro-rated basis.

Table 2 - Ceiling Labor Rates for outside the Continental United States (OCONUS)
(Inclusive to Only Alaska, Hawaii and Puerto Rico)

	M-F (8 hour workday), Straight Time, Daily Rate/Day	Hourly Straight Time	Government Rate with 15% discount	M-F More than 8 hours & Sat. 8 hour work day (Hourly Overtime =1.5 x Straight Time)	Government Rate with 15% discount	Sat More than 8 hour work day (Hourly Double time =2 x Straight Time)	Government Rate with 15% discount
1 Special Consultant							
Special or Unique Analysis or Design	\$2,762.30	\$345.29	\$293.49	\$517.93	\$440.24	\$690.58	\$586.99
2 Power System Analyst							
Analyze Power System Irregularities or New Additions	\$2,259.75	\$282.47	\$240.10	\$423.70	\$360.15	\$564.94	\$480.20
3 Manager/Supervisor							
Manage projects or groups of engineers	\$1,757.20	\$219.65	\$186.70	\$329.48	\$280.05	\$439.30	\$373.41
4 Service Engineer (Contract)							
Lead engineer to trouble-shoot, upgrade or lead PM work		\$166.75	\$141.74	\$250.13	\$212.61	\$333.50	\$283.48
5 Service Engineer (Demand)							
Immediate request for a Service Engineer as above		\$184.00	\$156.40	\$276.00	\$234.60	\$368.00	\$312.80
6 Technicians							
Lead technician for minor trouble-shooting or lead PM work		\$145.00	\$123.25	\$217.50	\$184.88	\$290.00	\$246.50
7 Technical Coordinator							
Coordinator to manage a group of technicians or electricians		\$109.25	\$92.86	\$163.88	\$139.29	\$218.50	\$185.73
8 System Integration Engineer							
Lead engineer to integrate electrical products or systems		\$198.95	\$169.11	\$298.43	\$253.66	\$397.90	\$338.22
9 Master Electrician							
Lead electrician to perform electrical construction work		\$145.00	\$123.25	\$217.50	\$184.88	\$290.00	\$246.50
10 Maintenance Electrician							
Support Electrician to perform minor maintenance & testing		\$130.50	\$110.93	\$195.75	\$166.39	\$261.00	\$221.85
11 Journeyman							
Electrician to support a master electrician		\$116.00	\$98.60	\$174.00	\$147.90	\$232.00	\$197.20
12 Apprentice							
Electrician to support a Journeyman or Master electrician		\$108.75	\$92.44	\$163.13	\$138.66	\$217.50	\$184.88

Table 3 - Ceiling Labor Rates for Continental United States (CONUS), including the District of Columbia
(Excludes Alaska, Hawaii and Puerto Rico)

For Projects with Estimated Annual Value of \$750,000 and Greater per Facility/Installation

	Monthly Rate / Month	Weekly Rate / Week	M-F (8 hour workday), Straight Time, Daily Rate/Day	Hourly Straight Time	Government Rate with 15 or 20% discount to applicable rates	M-F More than 8 hours & Sat. 8 hour work day (Hourly Overtime = 1.4 - 1.5 x Straight Time)	Government Rate with 15 or 20% discount to applicable rates	Sat More than 8 hour work day and Sun (Hourly Double time = 1.8 - 2.0 x Straight Time)	Government Rate with 15 or 20% discount to applicable rates
1 Special Consultant									
Special or Unique Analysis or Design			\$2,402.00	\$300.25	\$240.20	\$420.35	\$336.28	\$540.45	\$432.36
2 Power System Analyst									
Analyze Power System Irregularities or New Additions			\$1,965.00	\$245.63	\$196.50	\$343.88	\$275.10	\$491.25	\$393.00
3 Manager/Supervisor									
Manage projects or groups of engineers			\$1,528.00	\$191.00	\$152.80	\$267.40	\$213.92	\$343.80	\$275.04
4 Service Engineer (Contract)									
Lead engineer to trouble-shoot, upgrade or lead PM work				\$145.00	\$116.00	\$203.00	\$162.40	\$261.00	\$208.80
5 Service Engineer (Demand)									
Immediate request for a Service Engineer as above				\$160.00	\$128.00	\$224.00	\$179.20	\$288.00	\$230.40
6 Technicians - High Cost Area (HCA) (See Note 2)									
Lead technician for minor trouble-shooting or lead PM work				\$145.00	\$123.25	\$203.00	\$172.55	\$261.00	\$221.85
7 Technicians - All Other Locations (AOL)									
Lead technician for minor trouble-shooting or lead PM work				\$110.00	\$93.50	\$154.00	\$130.90	\$198.00	\$168.30
8 Technical Coordinator									
Coordinator to manage a group of technicians or electricians				\$95.00	\$80.75	\$133.00	\$113.05	\$171.00	\$145.35
9 System Integration Engineer									
Lead engineer to integrate electrical products or systems				\$173.00	\$138.40	\$242.20	\$193.76	\$311.40	\$249.12
10 Master Electrician - HCA (See Note 2 and 4)									
Lead electrician to perform electrical construction work				\$145.00	\$123.25	\$217.50	\$184.88	\$290.00	\$246.50
11 Master Electrician - AOL (See Note 4)									
Lead electrician to perform electrical construction work				\$110.00	\$93.50	\$165.00	\$140.25	\$220.00	\$187.00
12 Maintenance Electrician - HCA (See Note 2 and 4)									
Support Electrician to perform minor maintenance & testing				\$130.50	\$110.93	\$195.75	\$166.39	\$261.00	\$221.85
13 Maintenance Electrician - AOL (See Note 4)									
Support Electrician to perform minor maintenance & testing				\$99.00	\$84.15	\$148.50	\$126.23	\$198.00	\$168.30
14 Journeyman - HCA (See Note 2 and 4)									
Electrician to support a master electrician				\$116.00	\$98.60	\$174.00	\$147.90	\$232.00	\$197.20
15 Journeyman - AOL (See Note 4)									
Electrician to support a master electrician				\$88.00	\$74.80	\$132.00	\$112.20	\$176.00	\$149.60
16 Apprentice - HCA (See Note 2 and 4)									
Electrician to support a Journeyman or Master electrician				\$108.75	\$92.44	\$163.13	\$138.66	\$217.50	\$184.88
17 Apprentice - AOL (See Note 4)									
Electrician to support a Journeyman or Master electrician				\$82.50	\$70.13	\$123.75	\$105.19	\$165.00	\$140.25

Monthly Rate / Month	Weekly Rate / Week	M-F (8 hour workday), Straight Time, Daily Rate/Day	Hourly Straight Time	Government Rate with 15 or 20% discount to applicable rates	M-F More than 8 hours & Sat. 8 hour work day (Hourly Overtime = 1.4 - 1.5 x Straight Time)	Government Rate with 15 or 20% discount to applicable rates	Sat More than 8 hour work day and Sun (Hourly Double time = 1.8 - 2.0 x Straight Time)	Government Rate with 15 or 20% discount to applicable rates
-------------------------	-----------------------	--	----------------------------	--	---	--	---	--

Emergency Callout Rate

18 Straight Time			\$174.00	\$147.90				
19 Overtime					\$243.60	\$207.06		
20 Double Time							\$304.50	\$258.83

Monthly Rate Packages for On-Site Maintenance Service (See Note 3)

21 Per week up to 1 month		\$5,460.00	\$136.50	\$116.03				
22 Per month up to 3 months	\$18,564.00		\$116.03	\$98.62				
23 Per month 3-6 months	\$17,472.00		\$109.20	\$92.82				
24 Per month 6-12 months	\$16,380.00		\$102.38	\$87.02				

On-Site Training

25 On-Site Training		\$3,500.00	\$437.50	\$371.88				
26 Additional Day of training		\$1,400.00	\$175.00	\$148.75				

Survey

27 Electrical Distribution Site Survey		\$1,500.00	\$187.50	\$159.38				
28 Preventive Maintenance Survey		\$1,500.00	\$187.50	\$159.38				
29 Power Quality Survey		\$1,500.00	\$187.50	\$159.38				
30 Energy Cost Optimization Survey		\$1,500.00	\$187.50	\$159.38				

NOTE 1: The skill sets and number of personnel required for workscopes will be mutually agreed upon by the contracting agency and Eaton Electrical. Consideration will be given to ensure a safe working environment for all personnel and local electrician work-practices will be incorporated as appropriate. A brief summary of the skills of each category are included above, but will be further defined and agreed-upon by all parties prior to the commencement of any work.

NOTE 2: High Cost Areas (HCA) = Metropolitan areas of Los Angeles, CA; San Diego, CA; San Francisco, CA; Detroit, MI; Boston, MA; Chicago, IL; New York, NY; Seattle, WA; Philadelphia, PA

NOTE 3: Weekly rates are per person with 40 hour straight time days maximum continuous utilization. Monthly rates are per person with 20 eight hour straight time days maximum continuous utilization per month. No overtime is included and additional days per month, as required, would be added on a pro-rated basis.

NOTE 4: Master Electrician, Maintenance Electrician, Journeyman and Apprentice labor rates will be the lower of the above rates or the actual subcontractor labor rates times a 1.2 factor.

Table 4 - Ceiling Labor Rates for outside the Continental United States (OCONUS)
(Inclusive to Only Alaska, Hawaii and Puerto Rico)
For Projects with Estimated Annual Value of \$750,000 and Greater per Facility/Installation

	M-F (8 hour workday), Straight Time, Daily Rate/Day	Hourly Straight Time	Government Rate with 15 or 20% discount to applicable rates	M-F More than 8 hours & Sat. 8 hour work day (Hourly Overtime = 1.4 - 1.5 x Straight Time)	Government Rate with 15 or 20% discount to applicable rates	Sat More than 8 hour work day and Sun (Hourly Double time = 1.8 - 2.0 x Straight Time)	Government Rate with 15 or 20% discount to applicable rates
1 Special Consultant							
Special or Unique Analysis or Design	\$2,762.30	\$345.29	\$276.23	\$483.40	\$386.72	\$621.52	\$497.21
2 Power System Analyst							
Analyze Power System Irregularities or New Additions	\$2,259.75	\$282.47	\$225.98	\$395.46	\$316.37	\$508.44	\$406.76
3 Manager/Supervisor							
Manage projects or groups of engineers	\$1,757.20	\$219.65	\$175.72	\$307.51	\$246.01	\$395.37	\$316.30
4 Service Engineer (Contract)							
Lead engineer to trouble-shoot, upgrade or lead PM work		\$166.75	\$133.40	\$233.45	\$186.76	\$300.15	\$240.12
5 Service Engineer (Demand)							
Immediate request for a Service Engineer as above		\$184.00	\$147.20	\$257.60	\$206.08	\$331.20	\$264.96
6 Technicians							
Lead technician for minor trouble-shooting or lead PM work		\$166.75	\$141.74	\$233.45	\$198.43	\$300.15	\$255.13
7 Technical Coordinator							
Coordinator to manage a group of technicians or electricians		\$109.25	\$92.86	\$152.95	\$130.01	\$196.65	\$167.15
8 System Integration Engineer							
Lead engineer to integrate electrical products or systems		\$166.75	\$133.40	\$233.45	\$186.76	\$300.15	\$240.12
9 Master Electrician (See Note 1)							
Lead electrician to perform electrical construction work		\$145.00	\$123.25	\$217.50	\$184.88	\$290.00	\$246.50
10 Maintenance Electrician (See Note 1)							
Support Electrician to perform minor maintenance & testing		\$130.50	\$110.93	\$195.75	\$166.39	\$261.00	\$221.85
11 Journeyman (See Note 1)							
Electrician to support a master electrician		\$116.00	\$98.60	\$174.00	\$147.90	\$232.00	\$197.20
12 Apprentice (See Note 1)							
Electrician to support a Journeyman or Master electrician		\$108.75	\$92.44	\$163.13	\$138.66	\$217.50	\$184.88

NOTE 1: Master Electrician, Maintenance Electrician, Journeyman and Apprentice labor rates will be the lower of the above rates or the actual subcontractor labor rates times a 1.2 factor.

Referenced Contract Clauses and Regulations

I - Federal Acquisition Regulation (FAR)

FAR 31.205-46	Travel Costs	FAR 52.222-36	Affirmative Action for Workers with Disabilities (06-98) (29 U.S.C. 793)
FAR 52.202-1	Definitions (06-04)	FAR 52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (12-01) (38 U.S.C. 4212)
FAR 52.203-3	Gratuities (4-84)	FAR 52.222-41	Service Contract Act of 1965, as Amended (05-89) (41 U.S.C. 351, et seq.)
FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper (8-00)	FAR 52.222-42	Statement of Equivalent Rates for Federal Hires (05-89) (29 U.S.C. 206 and 41 U.S.C. 351, et seq)
FAR 52.204-7	Central Contractor Registration (10-03) (Alt I - 10-03)	FAR 52.222-43	Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts (05-89) (29 U.S.C. 351, et seq)
FAR 52.212-1	Instructions to Offerors - Commercial Items (05-04)	FAR 52.222-44	Fair Labor Standards Act and Service Contract Act-Price Adjustment (02-02) (29 U.S.C. 206 and 41 U.S.C. 351, et seq)
FAR 52.212-3	Offeror Representations and Certifications - Commercial Items (05-04)	FAR 52.222-47	SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (5-89) (41 U.S.C. 351, et seq)
FAR 52.212-4	Contract Terms and Conditions - Commercial Items (10-03)	FAR 52.222-49	Service Contract Act - Place of Performance Unknown
FAR 52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (6-04)	FAR 52.225-5	Trade Agreements (6-04)
FAR 52.214-34	Submission of Offers in the English Language (04-91)	FAR 52.225-13	Restrictions on Certain Foreign Purchases (12-03)
FAR 52.214-35	Submission of Offers in the U.S. Currency (04-91)	FAR 52.228-5	Insurance - Work on a Government Installation (1-97)
FAR 52.215-6	Place of Performance (10-97)	FAR 52.229-1	State and Local Taxes (4-84)
FAR 52.215-20	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data (10-97) (Alt IV - 10-97) (Variation I - 9-99)	FAR 52.232-17	Interest (6-96)
FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data - Modifications (10-97) (Alt IV - 10-97) (Variation I - 8-97)	FAR 52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration (10-03) (31 U.S.C. 3332)
FAR 52.216-1	Type of Contract (04-84)	FAR 52.232-34	Payment by Electronic Funds Transfer - Other than Central Contractor Registration (5-99) (31 U.S.C. 3332)
FAR 52.216-18	Ordering (10-95) (Variation - 10-95)	FAR 52.232-36	Payment by Third Party (05-99) (31 U.S.C. 3332)
FAR 52.216-22	Indefinite Quantity (10-95) (Variation - 10-95)	FAR 52.232-37	Multiple Payment Arrangements (5-99)
FAR 52.219-8	Utilization of Small Business Concerns (5-04)	FAR 52.233-2	Service of Protest (8-96)
FAR 52.219-9	Small Business Subcontracting Plan (01-02)	FAR 52.237-1	Site Visit (04-84)
FAR 52.219-16	Liquidated Damages - Subcontracting Plan (1-99)	FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation (04-84)
FAR 52.219-71	Notice to Offerors of Subcontracting Plan Requirements (09-99)	FAR 52.237-3	Continuity of Services (01-91)
FAR 52.222-1	Notice to the Government of Labor Disputes (2-97)	FAR 52.237-9	Waiver of Limitation on Severance Payments to Foreign Nationals (08-03)
FAR 52.222-3	Convict Labor (06-03) (E.O. 11755)	FAR 52.237-10	Identification of Uncompensated Overtime (10-97)
FAR 52.222-38	Compliance with Veterans Employment Reporting Requirements (12-01)	FAR 52.239-1	Privacy or Security Safeguards (8-96) (5 U.S.C. 552a)
FAR 52.222-19	Child Labor - Cooperation with Authorities and Remedies (06-04) (E.O. 13126)	FAR 52.242-13	Bankruptcy (7-95)
FAR 52.222-21	Prohibition of Segregated Facilities (2-99)	FAR 52.244-6	Subcontracts for Commercial Items (05-04)
FAR 52.222-24	Pre-Award On-site Equal Opportunity Compliance Review (02-99)	FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (4-03) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631)
FAR 52.222-26	Equal Opportunity (04-02) (E.O. 11246)	FAR 52.252-1	Solicitation Provisions Incorporated by Reference (02-98)
FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (12-01) (38 U.S.C. 4212)	FAR 52.252-2	Clauses Incorporated by Reference (02-98)

II - General Services Administration (GSA), Modifications to Federal Acquisition Regulation (FAR)

552.203-71	Restriction on Advertising (9-99)	552.223-71	Nonconforming Hazardous Material (9-99)
552.211-15	Defense Priorities and Allocations System Requirements (3-03)	552.228-70	Workers' Compensation Laws (9-99)
552.211-78	Commercial Delivery Schedule (Multiple Award Schedule (2-96)	552.229-71	Federal Excise Tax - DC Government (09-96)
552.212-70	Preparation of Offer (Multiple Award Schedule) (8-97)	552.232-8	Discounts for Prompt Payment (04-89)
552.212-71	Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items (07-03)	552.232-23	(Deviation FAR 52.232-8) (Alt 1 - 05-03)
552.212-72	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to GSA Acquisition of Commercial Items (9-03)	552.232-71	Assignment of Claims (9-99)
552.212-73	Evaluation - Commercial Items (Multiple Award Schedule) (8-97)	552.232-72	Adjusting Payments (09-99)
552.215-70	Examination of Records by GSA (02-96)	552.232-73	Final Payment (09-99)
552.215-71	Examination of Records by GSA (Multiple Award Schedule) (7-03)	552.232-74	Availability of Funds
552.215-72	Price-Adjustment - Failure to Provide Accurate Information (8-97)	552.232-77	Invoice Payments (9-99)
552.216-70	Economic Price Adjustment - FSS Multiple Award Schedule Contracts (9-99) (Alt I - 9-99)	552.232-78	Payment by Government Commercial Purchase Card (3-00) (Alt I - 3-00)
552.216-71	Placement of Orders (9-99) (Alt II - 9-99)	552.233-70	Payment Information (7-00)
552.217-71	Notice Regarding Options (11-92)	552.237-70	Protests Filed Directly with the General Services Administration (3-00)
552.219-72	Preparation, Submission, and Negotiation of Subcontracting Plans (09-99)	552.237-71	Qualifications of Offerors (05-89)
552.219-73	Goals for Subcontracting Plan (9-99) (Alt I - 9-99)	552.238-71	Qualification of Employees (05-89)
552.223-70	Hazardous Material Information (3-00)	552.238-72	Submission and Distribution of Authorized FSS Schedule Pricelists (9-99)
		552.238-73	Identification of Products that have Environmental Attributes
		552.238-74	Cancellation (9-99)
		552.238-75	Industrial Funding Fee and Sales Reporting (7-03)
		552.243-72	Price Reductions (6-04)
		552.246-73	Modifications (Multiple Award Schedule) (7-00)
		552.246-76	Warranty - Multiple Award Schedule (3-00)
			Warranty of Pesticides

III - Federal Supply Service (FSS), General Services Administration (GSA) Regulations

A-FSS-11	Consideration of Offers Under Standing Solicitation (12-00)	I-FSS-90	Preference for Small Business Concerns (04-96)
A-FSS-12-C	Period for Acceptance of Offers (11-97)	I-FSS-103	Scope of Contract - Worldwide (07-02)
C-FSS-370	Contractor Tasks / Special Requirements (11-03)	I-FSS-106	Guaranteed Minimum (07-03)
C-FSS-411	Fire or Casualty Hazards, or Safety or Health Requirements (10-92)	I-FSS-108	Clauses for Overseas Coverage (5-00)
C-FSS-412	Characteristics of Electric Current (5-00)	I-FSS-109	English Language and U.S. Dollar Requirements (3-98)
C-FSS-425	Workmanship (10-98) Additional Instructions (03-96)	I-FSS-125	Requirements Exceeding the Maximum Order (9-99)
CI-FSS-2	Submission of Offers	I-FSS-140-B	Urgent Requirements (1-94)
G-FSS-900-C	Contact for Contract Administration (07-03)	I-FSS-163	Option to Extend the Term of the Contract (Evergreen) (4-00)
G-FSS-903	E-Mail and Website URL Addresses (7-00)	I-FSS-249-B	Default (5-00)
G-FSS-907	Order Acknowledgement (4-84)	I-FSS-314	Foreign Taxes and Duties (12-90)
G-FSS-910	Deliveries Beyond the Contractual Period - Placing of Orders (10-88)	I-FSS-594	Parts and Service (10-88)
G-FSS-913	Contractor's Billing Responsibilities (05-00)	I-FSS-597	GSA ADVANTAGE TM (9-00)
G-FSS-914-A	Contractor's Remittance (Payment) Address (05-00)	I-FSS-599	Electronic Commerce - FACNET (4-97)
I-FSS-40	Contractor Team Arrangements (07-03)	I-FSS-600	Contract Price Lists (03-02)
I-FSS-50	Performance Reporting Requirements (2-95)	I-FSS-639	Contract Sales Criteria (2-02)
I-FSS-60	Performance Incentives (4-00)	I-FSS-646	Blanket Purchase Agreements (5-00)
		I-FSS-680	Dissemination of Information by Contractor (4-84)
		I-FSS-965	Interpretation of Contract Requirements (4-84)

I-FSS-969	Economic Price Adjustment – FSS Multiple Award Schedule (01-02)
K-FSS-1	Authorized Negotiators (3-98)
K-FSS-9	Section 8(a) Representation for the Multiple Award Schedule Program (9-00)
L-FSS-59	Award (4-84)
L-FSS-101	Final Proposal Revision (06-02)
L-FSS-400	Introduction of New Services/Products (INSP) (11-00)

**A RESOLUTION
BY FINANCE-EXECUTIVE COMMITTEE**

07- *R* -0594

A RESOLUTION AUTHORIZING THE CHIEF PROCUREMENT OFFICER TO UTILIZE FEDERAL CONTRACT FOR FACILITIES MAINTENANCE AND MANAGEMENT, #GS-06F-0023R, WITH EATON ELECTRICAL, INC., FOR FACILITIES MAINTENANCE AND MANAGEMENT ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00). ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBER 2J01 523001 Q32001; AND FOR OTHER PURPOSES.

WHEREAS, City of Atlanta ("City") Department of Watershed Management ("DWM") assumed the responsibility of providing Long Term Bio-Solids Management Services for the Bureau of Wastewater Treatment and Collections facilities upon the discontinuation of the Veolia Water North America OPN Services Inc. contract; and

WHEREAS, the DWM has identified a need for incinerator repairs, parts replacement, upgrades and facilities maintenance at wastewater treatment and collection facilities; and

WHEREAS, the Commissioner of the Department of Watershed Management, and the Chief Procurement Officer recommend utilizing Federal Contract #GS-06F-0023R for Facilities Maintenance and Management, with Eaton Electrical, Inc.; and

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Chief Procurement Officer is hereby authorized to utilize Federal Contract #GS-06F-0023R with Eaton Electrical, Inc. in an amount not to exceed One Hundred Thousand Dollars and No Cents (\$100,000.00).

BE IT FURTHER RESOLVED, that the Chief Procurement Officer is hereby directed to prepare an appropriate agreement for execution by the Mayor.

BE IT FURTHER RESOLVED, that no obligation will become binding upon the City, and the City will incur no obligation or liability under it until it has been executed by the Mayor, approved as to form by the City Attorney, attested to by the Municipal Clerk, and delivered to Eaton Electrical, Inc.

BE IT FINALLY RESOLVED, that all services for said contracted work shall be charged to and paid from Fund, Account and Center Number 2J01 (Water Wastewater Revenue Fund) 523001 (Service/Repair/Maintenance Cont.) Q32001 (Treatment Plant – RM Clayton).

plants have remained in a state of non compliance with various regulatory authorities. Therefore, these services are necessary for the overall performance of the Plants.

3. If Applicable/Known:

- (a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** Professional Services
- (b) **Source Selection:** Sole Source
- (c) **Bids/Proposals Due:** N/A
- (d) **Invitations Issued:** N/A
- (e) **Number of Bids:** N/A
- (f) **Proposals Received:** N/A
- (g) **Bidders/Proponents:** N/A
- (h) **Term of Contract:** One (1) year

4. Fund Account Center (Ex. Name and number): 2J01 523001 Q32001

Fund: _____ **Account:** _____ **Center:** _____

5. Source of Funds: *Example: Local Assistance Grant* 2007 Budget

6. Fiscal Impact: \$100,000.00

Example: This legislation will result in a reduction in the amount of _____ to Fund Account Center Number _____.

7. Method of Cost Recovery: Money obtained from 2007 Budget Appropriations.

Examples:

- a. Revenues generated from the permits required under this legislation will be used to fund the personnel needed to carry out the permitting process.*
- b. Money obtained from a local assistance grant will be used to cover the costs of this Summer Food Program.*

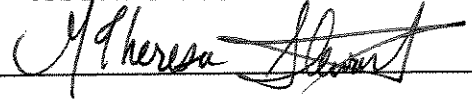
This Legislative Request Form Was Prepared By: Cynthia P. Brinkley, Contracting Officer

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Legislative Counsel (Signature): M. Theresa Stewart



Contact Number: x6207

Originating Department: Watershed Management

Committee(s) of Purview: Finance-Executive

Council Deadline: March 19, 2007

Anticipated Committee Meeting Date(s): March 28, 2007

Anticipated Full Council Date: April 16, 2007

Commissioner Signature _____

Chief Procurement Officer Signature _____

CAPTION

A RESOLUTION AUTHORIZING THE CHIEF PROCUREMENT OFFICER TO UTILIZE FEDERAL CONTRACT FOR FACILITIES MAINTENANCE AND MANAGEMENT, #GS-06F-0023R, WITH EATON ELECTRICAL, INC., FOR FACILITIES MAINTENANCE AND MANAGEMENT ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00). ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBER 2J01 523001 Q32001; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT (if any): \$100,000.00

Mayor's Staff Only

Received by CPO: _____

(date)

Received by LC from CPO: _____

(date)

Received by Mayor's Office: _____

(date)

Reviewed by: _____

(date)

Submitted to Council: _____

(date)